



Filing Receipt

Filing Date - 2023-06-05 11:02:04 AM

Control Number - 35077

Item Number - 1620



June 2, 2023

Filing Clerk
Public Utility Commission of Texas
1701 Congress Avenue
P.O. Box 13326
Austin, TX 78711-3326

Re: Project No./Docket No. 35077—Wind Energy Transmission Texas, LLC’s Generation Interconnection Agreement Filing Pursuant to PUCT Substantive Rule 25.195(e)

Attached, please find the Second Amendment to Amended and Restated Generation Interconnection Agreement (the “Amendment”) between Wind Energy Transmission Texas, LLC (“WETT”) and BURKSOL LLC (“BURKSOL”) dated as of May 23, 2023, for filing at the Public Utility Commission of Texas (“PUCT”) pursuant to Substantive Rule 25.195(e).

WETT and BURKSOL entered into that certain Amended and Restated Generation Interconnection Agreement dated as of November 17, 2022 (the “Agreement”) and filed the Agreement with the PUCT on November 29, 2022. WETT and BURKSOL subsequently entered into that certain First Amendment to Amended and Restated Generation Interconnection Agreement dated as of December 29, 2022 (the “First Amendment”) and filed the First Amendment with the PUCT on January 5, 2023.

The attached Amendment does not create any deviations from the Standard Generation Interconnection Agreement except for altering certain details included in Attachment 1 to Exhibit “B” Notices to Proceed and Amount of Security to the Agreement.

Sincerely,

WIND ENERGY TRANSMISSION TEXAS, LLC

By: Kimberly Jones
Name: Kimberly Jones
Title: Contracts Analyst

SECOND AMENDMENT TO AMENDED AND RESTATED GENERATION INTERCONNECTION AGREEMENT

This Second Amendment To Generation Interconnection Agreement (this "Amendment") between Wind Energy Transmission Texas, LLC (the "Transmission Service Provider" or "TSP") and BURKSOL LLC (the "Generator") is made to be effective as of May 23, 2023 (the "Effective Date") by and between TSP and Generator (each hereinafter individually referred to as "Party," and collectively referred to as "Parties").

RECITALS:

WHEREAS, TSP and Generator entered into that certain Generation Interconnection Agreement dated as of November 17, 2022 (the "Original GIA"); and

WHEREAS, the Parties subsequently entered into that certain First Amendment To Generation Interconnection Agreement dated as of December 22, 2022 (the "First Amendment"); and

WHEREAS, TSP and Generator desire to amend the Original GIA, as amended by the First Amendment (hereinafter the "Amended GIA"), as more fully described herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

AGREEMENT:

1. All capitalized terms used herein and not otherwise defined have the same meaning as those used in the Amended GIA.

2. Attachment 1 to Exhibit "B" Notices to Proceed and Amount of Security of the Amended GIA is hereby deleted in its entirety and replaced with the following:

Attachment 1 to Exhibit "B" Notices to Proceed and Amount of Security

Anticipated Activities	Dates: Notice to Proceed and Security Deposits	Security Amounts \$USD
Executed SGIA, Place Deposit, Initial engineering, bidding project, real estate acquisition. <u>Limited Notice to Proceed</u>	November 21, 2022	\$500,000
Award EPC contract <u>Second Limited Notice to Proceed</u>	January 2, 2023	\$8,700,000
Material procurement and construction <u>Full Notice to Proceed</u>	July 17, 2023	\$6,872,420
TOTAL SECURITY		\$16,072,420

3. Except as amended by this Amendment, the terms and conditions of the Amended GIA are unaffected and remain in full force and effect.

4. This Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

5. This Amendment is governed by and shall be construed in accordance with the internal laws of the state of Texas, including the then effective rules and regulations promulgated by the Public Utility Commission of Texas but excluding any conflict of law rule or principle that might refer the governance or construction of this Amendment to the law of another jurisdiction.

6. If any provision of this Amendment is held to be unenforceable, this Amendment shall be considered divisible, and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this Amendment shall remain in full force and effect; provided, however, that, if any provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

7. This Amendment shall become effective when it shall have been executed by the Parties. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or other electronic delivery shall be effective as delivery of a manually executed counterpart of this Amendment.

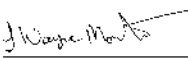
[SIGNATURE PAGE FOLLOWS.]

**SIGNATURE PAGE TO
SECOND AMENDMENT TO GENERATION INTERCONNECTION AGREEMENT**

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the Effective Date.


TRANSMISSION SERVICE PROVIDER:

WIND ENERGY TRANSMISSION TEXAS, LLC

By: 
Name: L. Wayne Morton
Title: CEO
Date: May 23, 2023

GENERATOR:

BURKSOL LLC

By: 
Rishad Olpadwala (May 23, 2023 12:33 PM)
Name: Rishad Olpadwala
Title: Chief Development Officer
Date: May 23, 2023